

AMENDED COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF LOUISIANA
DEPARTMENT OF ENVIRONMENTAL QUALITY

AND

THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY

AND

THE DOW CHEMICAL COMPANY

IN THE MATTER OF

THE PLAQUEMINE AQUIFER

I. PARTIES

The Louisiana Department of Environmental Quality (hereinafter "LDEQ"), the United States Environmental Protection Agency (hereinafter "EPA"), and The Dow Chemical Company (hereinafter "Dow") who by the signature of their duly authorized and empowered agents, agree to the terms and conditions of this Amended Cooperative Agreement.

II. BACKGROUND AND OBJECTIVES

In 1997 and 1998, the Louisiana Department of Health and Hospitals (LDHH) sampled water wells at the Myrtle Grove Trailer Park in Plaquemine, Louisiana, and detected levels of vinyl chloride which exceeded the Maximum Contaminant Level (MCL) for vinyl chloride. Vinyl chloride was detected again during a March 2001 sampling event. LDHH notified LDEQ on March 29, 2001. The LDEQ immediately began a groundwater investigation to determine the source and extent of the contamination, and EPA provided technical assistance to LDEQ. LDEQ also took actions to ensure that no private water wells within the area of the contamination were being used for drinking water or for watering vegetable gardens. This included door-to-door surveys, public meetings and capping of known wells.

Dow denies that it is a source of any contaminants detected in the Plaquemine Aquifer. Dow further denies any and all liability for any contaminants detected in the Plaquemine Aquifer. While Dow disclaims any responsibility for any contamination detected in the Plaquemine Aquifer, Dow as a good corporate citizen and member of the community of Plaquemine, Louisiana, wants safe, good quality water for the community of Plaquemine and wants to continue to do its part to help the community.

In entering into this Amended Cooperative Agreement, the mutual objective of the LDEQ, EPA, and Dow is the continued protection of the City of Plaquemine's (hereinafter "City") water supply from contaminants in the Plaquemine Aquifer in accordance with the final MNA remedy.

III. WORK PERFORMED AS PER 2004 COOPERATIVE AGREEMENT

It is hereby AGREED that Dow, through its agents or its contractors, shall perform the following work:

1. Investigate and plan for the continued protection of the City's water supply from contaminants in the Plaquemine Aquifer, by doing the following:

A. Dow through its agents or its contractors will conduct a study of the current capability of the City's water treatment facility to treat contaminants, subject to Safe Drinking Water Act standards, that has been detected in the Plaquemine Aquifer, to below the Maximum Contaminant Levels (hereafter "MCLs") for those contaminants.

B. If the study conducted in "A" above reveals that the City is currently unable to treat contaminants to below MCLs for contaminants currently in the Plaquemine Aquifer, then Dow, through its agents or contractors, shall supplement the study to assess the feasibility of various options, technological or other, to enhance the current water treatment capability of the City. "Other options," as used above may include the feasibility of use of alternative water supplies other than the Plaquemine Aquifer in lieu of, or in supplementation of, additional treatment capability. Additionally, the costs and benefits of each option should be assessed as part of this study. Dow shall make a recommendation to EPA and LDEQ on the best option for continued protection of the City's water supply should contaminants that have been detected previously in the Plaquemine Aquifer be detected, at or above MCLs, in the City's Sentinel Well System. Dow may make contingent recommendations based on various scenarios, such as different levels of contamination, that may potentially arise. Additionally, Dow may recommend that no additional activity is needed in a given situation based on the City's ability to currently treat contaminants.

C. If contaminants, subject to Safe Drinking Water Standards and previously detected in the Plaquemine Aquifer, are detected in the Plaquemine Aquifer, at or above MCLs, in any of the City's four sentinel wells, i.e., SW-1, SW-2, SW-3 and SW-4, which were installed as an early detection unit for the City's water supply (hereafter the "Sentinel Well System"), and said detection(s) have been confirmed pursuant to quality assurance/quality control procedures, then EPA and LDEQ will jointly select an appropriate remedy. If the recommendation made by Dow in Part B above is selected as the remedy, then Dow agrees to

fully implement that remedy, whether Dow provides funds to a third-party or conducts the work itself; however, if LDEQ and EPA select a remedy, other than the remedy recommended by Dow, then Dow is not required by this Cooperative Agreement to implement the selected remedy. In the situation where contaminants, subject to Safe Drinking Water Standards and previously detected in the Plaquemine Aquifer, are detected in the Plaquemine Aquifer, at or above MCLs, but the study described in Parts A and B above has not been concluded, then EPA, LDEQ, and Dow shall re-assess the situation, however, Dow will not be responsible for implementing any remedy unless the study has been completed and Dow has made a recommendation. In that situation (where the study is not complete), or where EPA and LDEQ select a remedy that was not recommended by Dow, then each party is free to terminate the Cooperative Agreement.

D. All activities to be performed under this Section by Dow, Dow's agents or contractors, shall be contingent upon the parties' receipt of written concurrence by the City that the City agrees to the activities required under this Cooperative Agreement

2. Perform monitoring of the Plaquemine Aquifer by doing the following:

A. Dow through its agents or its contractors will perform semi-annual monitoring of the nineteen (19) wells (including the Sentinel Well System) that are currently being monitored on a semi-annual basis by LDEQ subject to EPA and LDEQ oversight. The Sentinel Well System shall be monitored quarterly. Said 19 wells will be monitored for contaminants subject to the Safe Drinking Water Act that have been detected in the Plaquemine Aquifer. Any well in the Sentinel Well System, where an MCL for contaminants subject to the Safe Drinking Water Act has been exceeded, must be resampled as soon as practicable to confirm that the MCL has been exceeded.

B. Dow shall begin monitoring in the next period following the effective date of this Cooperative Agreement, provided the Work Plan for monitoring has been approved. The monitoring required under this section shall terminate no sooner than four quarters after EPA and LDEQ select a long-term remediation option. In the event such selection (of long-term remediation option) is not made within one year of submission by Dow, then Dow may terminate this Cooperative Agreement.

3. Perform a Remediation Study to evaluate the long-term need for remediation and, if necessary, to evaluate options for remediation by doing the following:

A. Dow will perform a Remediation Study to evaluate the long-term need for remediation of the Plaquemine Aquifer, if necessary, and identify remediation options currently available. The Remediation Study should evaluate, at a minimum, the following remediation options:

1. Monitoring and natural attenuation;
2. Chemical injection;
3. Biostimulation; and
4. No further action.

IV. WORK TO BE PERFORMED AS PER AMENDED COOPERATIVE AGREEMENT

Dow has completed the work described in Section III., "WORK PERFORMED PER 2004 COOPERATIVE AGREEMENT," paragraphs 1. and 3. above and the requirements of Section III., "WORK PERFORMED PER 2004 COOPERATIVE AGREEMENT," paragraphs 1. and 3. above have been met; Dow has continued to conduct monitoring in accordance with Section III., "WORK PERFORMED PER 2004 COOPERATIVE AGREEMENT," paragraph 2. above. Until such time as all documents described below have been submitted and reviewed pursuant to Section VIII., Dow voluntarily agrees to continue to monitor pursuant to Section III. "WORK PERFORMED PER 2004 COOPERATIVE AGREEMENT," paragraph 2.A. above. For this voluntary monitoring, Dow will maintain the monitoring wells (i.e., weed-cutting, inspection and maintenance of the well pad, etc.) to ensure sampling integrity for the duration of scheduled monitoring/sampling activities; and will transmit copies of sampling results for each monitoring well to the respective well owner within 30 days of receiving final laboratory results and copy EPA and LDEQ on the transmittal letters.

EPA and LDEQ published a draft Basis of Decision document for public comment on January 17, 2008, in which EPA and LDEQ proposed monitored natural attenuation (hereinafter "MNA"), based on the MCL for vinyl chloride as the applicable remediation standard, as the appropriate and most feasible remedy for the groundwater contamination pursuant to applicable regulations and for the protection of groundwater consistent with the health, safety and welfare of the public, and solicited public review and comment of the alternatives considered. The agencies held a public hearing on April 8, 2008, and accepted public comments on the Draft Decision Document from January 17, 2008 until April 23, 2008. After carefully considering all public comments and addressing those comments in a formal Response to Comments, as well as considering all other relevant information, EPA and LDEQ issued a Final Decision Document for the final remedy, MNA, effective on July 9, 2008 (hereinafter "Final Decision Document").

Dow agrees to voluntarily undertake the following, additional work consistent with the final MNA remedy

1. Within 90 days of the effective date of the Amended Cooperative Agreement, Dow will submit a site-specific plan, called a *Long-Term Monitoring Plan*, which shall consist of a *Performance Monitoring Plan* and a *Performance Review Plan*, as provided for in the Final Decision Document, to describe the monitoring for, and the expected performance and review of performance of, the MNA remedy using available contaminant geochemical and hydrogeological data. This *Long-Term Monitoring Plan* will take into account the OSWER MNA Directive (EPA 1999) as applicable and consistent with the Remediation Study in the Final Decision Document. EPA experts from the National Risk Management Laboratory in Ada, Oklahoma will be consulted to approve of any new monitoring well locations for the *Performance Monitoring Plan*.

A. The *Long-Term Monitoring Plan* shall satisfy the following requirements:

1. Groundwater samples shall be collected and analyzed at least once every six months unless conditions warrant less frequent sampling as approved by the EPA and LDEQ;
2. Groundwater samples shall be analyzed for vinyl chloride, parent products of vinyl chloride and MNA parameters;
3. The location of all groundwater monitor wells shall be specified. Groundwater monitor wells shall be located so as to optimize effectiveness for monitoring the natural attenuation of vinyl chloride;
4. An implementation schedule shall be included along with property access agreements, as appropriate.
5. Maintenance of the monitoring wells (i.e, weed-cutting, inspection and maintenance of the well pad, etc.) shall be performed to ensure sampling integrity for the duration of scheduled monitoring/sampling activities.
6. Monitoring well sampling results shall be transmitted to the well owners within 30 days of receiving final laboratory results.
7. Submission of monthly progress reports for the first three month period, followed by quarterly progress reports for the remainder of the remedy implementation.
8. Resampling of any well in the Sentinel Well System, where an MCL for contaminants subject to the Safe Drinking Water Act has been exceeded, within two weeks to confirm that the MCL has been exceeded.

B. The *Performance Review Plan* shall include:

1. A performance review to be conducted once every 5 years;
2. A procedure to monitor aquifer conditions and for the analysis of groundwater sample data to determine whether natural attenuation is occurring and, if so, at what rate;
3. A procedure for the identification of products of attenuation reactions;
4. A procedure to determine whether the area of contamination is expanding or contracting;
5. A procedure to determine whether any new releases of contamination have occurred;
6. A procedure to compare monitoring results to the expected progress for natural attenuation toward the remediation objectives.

C. The *Performance Review Plan* may also include:

1. Recommendations for any changes in monitoring that are needed, and
2. A monitoring phase-out plan as vinyl chloride concentrations decrease and risk is reduced.

D. Within 90 days of the effective date of the Amended Cooperative Agreement, Dow will formalize a *Contingency Plan* that will take into account the OSWER MNA Directive (EPA 1999) as applicable and consistent with the Remediation Study in the Final Decision Document. Dow will formalize a *Contingency Plan* that will include; 1) provisions for assessment of treatment options for targeted zones in the aquifer, if necessary, and laboratory or field treatability tests of potential treatment options, if necessary, and 2) viable alternatives to provide for immediate drinking water protection to the City's water supply such as enhancing the City of Plaquemine water treatment capability if necessary.

E. Within 90 days of the effective date of the Amended Cooperative Agreement, Dow will (a)(1) Prepare a *Community Relations Plan* describing how the community will be informed of activities undertaken pursuant to this agreement and providing for a public education program that is part of the Wellhead Protection Program for the drinking water for the City of Plaquemine; and (2) a *Public Participation Plan* in accordance with LAC 33:VI.803 designed to inform citizens of plans and activities as well as provide opportunity for public input; and (b) provide progress reports to the Land Use Commission for Iberville Parish and prepare and submit a *Land Use Control Plan*, if the use of institutional controls becomes necessary.

Within 60 days of receiving notice of the approval of the Plans by EPA and LDEQ, Dow will begin implementation in full accordance with implementation schedules contained therein and all other terms.

V. ACCESS

If any third party access agreements are necessary for implementation of this Amended Cooperative Agreement, EPA and LDEQ agree to assist expeditiously in obtaining any third party access agreements. All access agreements shall provide for access by EPA, LDEQ and Dow, including contractors to each party. Failure by Dow to obtain a necessary third party agreement, after use of all reasonable efforts, shall constitute a *force majeure* event and the affected work will be delayed until the appropriate third party access agreement is obtained.

VI. QUALIFIED PROFESSIONALS

All work performed pursuant to this Amended Cooperative Agreement shall be under the direction and supervision of a qualified professional with expertise in environmental site investigation, risk evaluation and/or remediation.

VI. PLANS

Dow will be required to submit the plans described in Section IV. "WORK TO BE PERFORMED AS PER AMENDED COOPERATIVE AGREEMENT," paragraphs 1.A.-E. by

the deadlines set forth in Section IV. "WORK TO BE PERFORMED AS PER AMENDED COOPERATIVE AGREEMENT," paragraphs 1.A.-E. For the voluntary monitoring to be continued by Dow pursuant to the first paragraph of Section IV. "WORK TO BE PERFORMED AS PER AMENDED COOPERATIVE AGREEMENT," Dow shall conduct such monitoring pursuant to the work plan previously approved by EPA and LDEQ under the 2004 Agreement. The reporting of results from such monitoring is subject to Section IX., "SAMPLING/ANALYSIS, ACCESS AND DATA AVAILABILITY," below.

As described below in Section VIII., EPA and LDEQ shall review and comment upon plans and reports submitted by Dow.

VII. LDEQ/EPA COMMENTS ON SUBMITTED DOCUMENTS

LDEQ and EPA shall review and provide any written comments on the plans, reports (except progress reports), and other documents prepared by Dow within a reasonable time, but no later than sixty (60) calendar days after receipt by EPA and LDEQ. Within forty-five (45) calendar days of receipt of any timely comments by either agency, Dow shall either amend and submit to LDEQ and EPA a revised document, or notify LDEQ and EPA in writing of the reasons for not adopting LDEQ's or EPA's comments. In the event that LDEQ and EPA are not satisfied with the revised document/response, then LDEQ and EPA either may either accept, elaborate on their comments, or issue a notice of nonacceptance.

IX. SAMPLING/ANALYSIS, ACCESS AND DATA AVAILABILITY

Dow shall make available to LDEQ and EPA the results of all sampling and/or tests or other data generated by Dow in implementing this Amended Cooperative Agreement. Dow shall submit reports of all sampling and/or tests. These reports shall include a discussion of the results, a data summary table and the laboratory data report. Should Dow's sample results indicate the occurrence of vinyl chloride in the Sentinel Wells, Dow shall immediately notify LDEQ, EPA and the City of Plaquemine. Dow shall provide written notification to LDEQ and EPA of the availability of all data within ten (10) calendar days after receipt by Dow. Upon written request by LDEQ or EPA, all data shall be made available for review and inspection by LDEQ or EPA within two (2) calendar days. Upon written request by LDEQ or EPA, Dow shall submit any data to LDEQ or EPA within ten (10) calendar days of receipt of the request.

It is understood by LDEQ and EPA that any non-validated data submittals may contain inaccuracies or other inappropriate analytical results because such information has not been validated. Accordingly, such non-validated data will not be incorporated into any official finding of LDEQ or EPA or report provided by Dow hereunder until such validation has been performed. Dow shall provide such validation no later than thirty (30) calendar days following Dow's receipt of the non-validated data from the laboratory. If any re-sampling is required, Dow shall notify LDEQ and EPA in writing ten (10) business days of determination that such resampling is required along with a written statement of the reason(s) that resampling is required.

LDEQ and EPA shall make available to Dow the results of sampling and/or tests or other data

generated by LDEQ or EPA.

Dow shall notify LDEQ and EPA not less than five (5) business days in advance of any planned sample collection activity and as soon as possible of any unplanned or emergency sample collection activity. At the request of LDEQ or EPA, Dow shall allow split or duplicate samples to be taken by LDEQ or EPA and/or their authorized representatives, including the City, of any samples collected by Dow, or on Dow's behalf; pursuant to the implementation of this Amended Cooperative Agreement

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X. PROGRESS REPORTS

Dow shall provide written progress reports to LDEQ and EPA for the first three months after the effective date of this Amended Cooperative Agreement, Dow shall provide, at a minimum, monthly progress reports that will be due on the tenth day (10th) of the next month following the period covered by the Progress Report. Thereafter, Dow shall supply Progress Reports quarterly, until completion of all requirements under this Amended Cooperative Agreement. At a minimum, these progress reports shall: (1) describe all data gathering and planning; (2) contain a status report on all field activities; and (3) include all results from sampling and analysis, and all other data received by Dow pertinent to any work performed under this Amended Cooperative Agreement. Progress reports shall be submitted to LDEQ and EPA by the thirtieth (30th) calendar day of the next month of each quarter following the effective date of this Amended Cooperative Agreement.

XI. RECORD PRESERVATION

LDEQ, EPA, and Dow agree that they shall preserve, despite any document retention policy to the contrary, all records and documents in their possession or in the possession of their divisions, employees, agents, or contractors which are pertinent in any way to work undertaken pursuant to this Amended Cooperative Agreement. Documents previously supplied to LDEQ or EPA may be excluded. This shall not apply to attorney work-product or attorney-client privileged documents.

One copy of each of these documents shall be retained during the course of implementing the work under this Amended Cooperative Agreement and for a minimum of three (3) years after these projects have been fully completed per the Amended Cooperative Agreement. After the three (3) year period, following completion of the project, upon written request, Dow may request approval by EPA and LDEQ to forego retention of the documents.

XII. OFFICIAL ADDRESSES OF THE PARTIES

Correspondence (including acceptance letters, nonacceptance letters, etc.) and other documents to be submitted pursuant to this Amended Cooperative Agreement, including Plans and reports, shall be sent to the following addresses or to such other addresses as Dow, LDEQ, or EPA hereafter may designate in writing:

Dow:

Mr. Lucius Boudreaux
P.O. Box 150
Building #3502 - E
Plaquemine, LA 70765-0150

LDEQ:

Ms. Cheryl Nolan, Assistant Secretary
Office of Environmental Services
P.O. Box 4313
Baton Rouge, LA 70821-4313

EPA:

Ms. Susan Spalding, Associate Director for RCRA
Multimedia Planning and Permitting Division
Region 6
U.S. EPA
1445 Ross Ave, Suite 1200
Dallas, TX 75202-2733

XIII. DISPUTE RESOLUTION

If Dow objects to any EPA or LDEQ written notice or nonacceptance or decision made pursuant to this Amended Cooperative Agreement, then Dow shall notify EPA and LDEQ in writing of its objection within ten (10) calendar days of receipt of such notice or decision. EPA, LDEQ and Dow shall then have an additional thirty (30) calendar days, from the receipt by LDEQ and EPA of the notification of objection, to reach an agreement. If an agreement cannot be reached on the issue within this thirty (30) day calendar day period, then EPA and LDEQ shall provide a written statement of its decision to Dow within ten (10) calendar days of the expiration of the 30 day period. If Dow continues to object to the EPA and LDEQ decision, then Dow shall notify EPA and LDEQ in writing within twenty (20) calendar days after receipt of the EPA and LDEQ written statement of its decision, exclusive of date of receipt, and request a meeting with appropriate individuals in senior management of both LDEQ and EPA, which shall take place no later than forty-five days (45) after the request is received by both EPA and LDEQ. If the matter is not resolved by this meeting,

then any party may terminate this Amended Cooperative Agreement upon written notice to each party.

XIV. RESERVATION OF RIGHTS

Any party to this Amended Cooperative Agreement may terminate the Amended Cooperative Agreement at any time under the following conditions: 1) this Amended Cooperative Agreement may be terminated when any party fails to perform as required by the terms of this Cooperative Agreement; and 2) this Amended Cooperative Agreement may be terminated immediately and without notice when human health or the environment are substantially endangered.

Each party to the Amended Cooperative Agreement retains whatever rights it had before the Amended Cooperative Agreement was effective. Nothing in this Amended Cooperative Agreement should be construed to terminate, limit, or otherwise modify any right by any party to the Amended Cooperative Agreement. If this Amended Cooperative Agreement is terminated prior to completion of all activities required under this Amended Cooperative Agreement, then all parties retain any and all rights they had prior to this Amended Cooperative Agreement becoming effective.

During the term of this Amended Cooperative Agreement no party shall be limited by the Amended Cooperative Agreement for matters that arise outside the scope of this Amended Cooperative Agreement. Notwithstanding any provision to the contrary, Dow expressly reserves all rights that it has or may have to assert claims by, in or through any and all administrative and/or judicial procedures to challenge any groundwater reports or model(s), including but not limited to groundwater flow direction and/or fate and transport model(s) or reports, relative to the Plaquemine Aquifer, prepared by or at the direction of LDEQ or EPA and any report(s) utilizing or referencing such model(s) (collectively referred to hereafter as the model"). Dow also reserves all rights that it has or may have to assert claims against any and all persons or entities for matters arising out of any contamination of the Plaquemine Aquifer including but not limited to claims for breach of contract, indemnity, contribution, nuisance and claims under federal, state and local law.

XV. NO ADMISSION OF LIABILITY

Nothing contained herein, or participation in this process, shall constitute an admission of liability by Dow of the violation of any statute, regulation, ordinance, law or standard, or an admission of responsibility for any contamination of the Plaquemine Aquifer which may exist now or in the future. Dow denies that it is a source of any contamination in the Plaquemine Aquifer. Dow further denies any and all liability for any contamination in the Plaquemine Aquifer. Dow specifically denies any and all liability for any allegations made in the actions entitled Noretta Thomas, et al v. A. Wilbert & Sons. L.L.C., et al, and Consolidated Matters, Suit no. 55,12713, " 18th Judicial District Court, Parish of Iberville, State of Louisiana; Troy Robichaux, et al, v. State of Louisiana, through the Department of Human Health and Hospitals and the Department of Environmental Quality, et al, Suit no. 56,803, Division A, 18th Judicial District Court, Parish of Iberville, State of Louisiana; and Ada M. Anderson, et al, v. The Dow Chemical Company, Civil

Action No 02-12-C-M1, United States District Court, Middle District of Louisiana, or that may be made in any other actions relating to contamination of the Plaquemine Aquifer. The EPA, LDEQ and Dow recognize and acknowledge that this Amended Cooperative Agreement has been negotiated in good faith and that the actions to be undertaken by Dow do not constitute any admission of any liability or responsibility by Dow. Neither this Amended Cooperative Agreement, nor the fact of Dow's participation in this process shall be admitted as evidence of any admission or as a declaration against interest by Dow in any proceeding. This Amended Cooperative Agreement may be admitted as evidence of its terms in any proceeding instituted by the parties. Dow does not admit and retains the right to controvert and dispute any and all allegation(s) of any violation(s) by Dow in any pending or subsequent proceedings.

XVI. INDEMNIFICATION OF THE UNITED STATES OF AMERICA AND THE STATE OF LOUISIANA

Dow agrees to indemnify, save and hold the United States of America and the State of Louisiana, their agencies, departments, agents and employees, harmless from any and all claims or causes of action arising from or on account of acts or omissions of Dow, its officers, employees, receivers, trustees, agents or assigns, in carrying out the activities and performing work pursuant to this Agreement. This indemnity does not extend to the liability, if any, of the state or any agency, department, officers, employees, agents, institution or political subdivision thereof as a generator or otherwise under La. R.S. 30:2271 *et seq.* or any other federal or state law prior to the effective date of this Agreement. This indemnity does not extend to claims or causes of action arising from or on account of acts or omissions of LDEQ or EPA, their employees, or contractors, performing work.

XVII. FORBEARANCE OF ACTION

Notwithstanding any provision to the contrary, during the term of this Amended Cooperative Agreement, LDEQ and EPA agree not to institute any enforcement action(s), including but not limited to a section 3007 request for information pursuant to 42 U.S.C. 6927, which relate to the known and existing contaminant plume or plumes in the Plaquemine Aquifer that have been the subject of the Agencies' on-going investigation. However, if Dow elects to seek judicial review or judicial recourse, or other actions, (with the exception of an administrative challenge made pursuant to the Information Quality Act) against LDEQ or EPA, then LDEQ and EPA reserve the right to defend against such actions, including taking enforcement actions. In such a circumstance any party to this Amended Cooperative Agreement may opt to terminate this Amended Cooperative Agreement.

The foregoing provision shall not constitute a waiver of Dow's right to appeal or seek judicial recourse in any matter. Notwithstanding any provision to the contrary, Dow expressly reserves all rights that it has or may have to assert claims by, in or through any and all administrative and/or judicial procedures to challenge any groundwater model(s) or reports, including but not limited to groundwater flow direction and/or fate and transport model(s) or reports, relative to the Plaquemine Aquifer, prepared by or at the direction of LDEQ or EPA and any report(s) utilizing or referencing such model(s) (collectively referred to hereafter as "the model").

XVIII. INTERVENTION

The EPA and LDEQ agree that both shall consider intervention in any proceeding that may relate to this Amended Cooperative Agreement. No party may be forced to intervene in any proceeding.

XIX. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with requirements of all applicable local, state, and federal laws and regulations. Notwithstanding the foregoing, this Amended Cooperative Agreement shall be interpreted and construed in accordance with the laws of the State of Louisiana applicable to the interpretation and construction of contracts.

XX. EFFECTIVE DATE AND SUBSEQUENT NOTIFICATION

The effective date of this Amended Cooperative Agreement shall be the last date on which LDEQ, EPA, and Dow have signed this Amended Cooperative Agreement.

This Amended Cooperative Agreement may only be amended by mutual agreement of LDEQ, EPA, and Dow. Such amendments shall be in writing. The effective date for an Amended Cooperative Agreement shall be the last date on which LDEQ, EPA, and Dow have signed the written, Amended Cooperative Agreement.

No informal advice, guidance, suggestions, or comments by LDEQ or EPA regarding reports, plans, specifications, schedules, or any other writing submitted by Dow will be construed as relieving Dow of its obligations to obtain such formal acceptance as may be required by this Amended Cooperative Agreement or as an amendment to this Amended Cooperative Agreement unless formally agreed to by all parties to this Amended Cooperative Agreement.

Any reports, plans, specifications, schedules and attachments required by this Amended Cooperative Agreement are, upon acceptance by EPA and LDEQ, incorporated into this Amended Cooperative Agreement.

XXI. FORCE MAJEURE

Dow shall be excused from performing the activities called for under this Amended Cooperative Agreement if such performance is prevented or delayed by circumstances which constitute *force majeure*. For purposes of this Amended Cooperative Agreement, *force majeure* is any circumstance beyond Dow's reasonable control despite Dow's due diligence and good faith efforts, including weather and acts of God. In the event of *force majeure*, the time for performance of any activity delayed by the *force majeure* shall be extended for this time period of the delay attributable to the *force majeure* event and the time for performance of any activity dependent upon the delayed activity shall be similarly extended. Dow shall notify EPA and LDEQ in writing as soon as reasonably possible after Dow becomes aware of a circumstance which may delay or prevent (or has delayed or prevent) performance of any activity under this Amended Cooperative Agreement. The notice

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shall state the cause and anticipated length of the delay, the measures taken by Dow to prevent or minimize such delay and a timetable outlining when such measures were or will be taken.

XXII. TERMINATION AND SATISFACTION

This Amended Cooperative Agreement shall be deemed satisfied and terminated upon Dow's receipt of written notice from LDEQ and EPA that Dow has completed all of the tasks of this Amended Cooperative Agreement. Notwithstanding the foregoing, at any such time as Dow believes that it has complied with all terms and conditions of this Amended Cooperative Agreement, Dow may, in writing, request that EPA and LDEQ determine whether this Amended Cooperative Agreement has been satisfied. EPA and LDEQ shall respond to said request within thirty (30) days of the receipt of the request.

XXIII. PARTIES BOUND

Any person's signature to the attached "Signature Page to the Amended Cooperative Agreement" shall constitute an agreement by that person, as agent for a principal, to be bound by the terms and conditions of this Amended Cooperative Agreement.

This Amended Cooperative Agreement shall apply to and be binding upon Dow, LDEQ, and EPA, their agents, successors and assigns and upon all persons, contractors, and consultants acting under, or for Dow, LDEQ, or EPA.

No change in ownership or change in corporate or partnership status will in any way alter the status of Dow or in any way alter Dow's responsibility under this Amended Cooperative Agreement.

Signature Page to the Amended Cooperative Agreement

Jan 24, 2011
Date

Sharon R. Cole
The Dow Chemical Company

21 September 2010
Date

Cheryl S. Nolan
Louisiana Department of Environmental
Quality
Cheryl S. Nolan

Date

U.S. Environmental Protection Agency